

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

\*\*\*\*\*

STANDARD FIRE INSURANCE COMPANY,  
Plaintiff

VS.

DOCKET NO. 04-12244 GAO

CROSBY YACHT YARD, INC. and  
OYSTER HARBORS MARINE, INC.,

Defendants

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**AMENDED ANSWER OF THE DEFENDANT, OYSTER HARBORS MARINE, INC.,  
TO PLAINTIFF'S COMPLAINT AND DEMAND FOR JURY TRIAL**

1. The defendant admits that the plaintiff is Standard Fire Insurance Company. The defendant has no information relating to and therefore denies all allegations of "subrogated to the rights of certain claimants" and specifically calls upon the plaintiff to prove same. The defendant admits that on or about December 10, 2003, there was a fire at the Crosby Yacht Yard in Osterville, Massachusetts and denies all of the remaining allegations of this paragraph.
2. The defendant does not have any direct information relating to the corporate status of the plaintiff or its principle place of business, but admits same as alleged in this paragraph. However, the defendant has no information relating to claimed payments made as alleged in this paragraph and therefore denies same and calls upon the plaintiff to prove same.
3. This defendant has no information relating to the corporate status of Crosby Yacht Yard and is unable to admit or deny the allegations of this paragraph. Moreover, the allegations of this paragraph do not apply to this defendant the defendant declines to answer same.
4. The defendant admits the allegations set forth in this paragraph.
5. The defendant denies the allegations set forth in this paragraph.
6. The defendant admits the allegations set forth in this paragraph.
7. The defendant, Oyster Harbors Marine, denies that it is responsible for any damage as alleged in this paragraph and denies that any "fire" started at the Oyster Harbors Marine boat storage. Oyster Harbors Marine admits that certain persons contracted with Oyster Harbors Marine for winter storage of vessels and that all obligation by Oyster Harbors Marine were controlled by the contractual agreements.

8. The defendant has no knowledge relating to the allegations of this paragraph and therefore denies same.
9. The defendant denies the allegations set forth in this paragraph.
10. The defendant has no knowledge in regards to the allegations of this paragraph and therefore declines to answer.
11. The defendant admits that it had contractual relationships with certain individuals and that the obligations of Oyster Harbors Marine were controlled by the terms of contracts.
12. The defendant, Oyster Harbors Marine, has no information relating to the allegations of these paragraph and therefore deny same.
13. The defendant, Oyster Harbors Marine, has no information relating to the allegations of these paragraph and therefore deny same.
14. The defendant, Oyster Harbors Marine, has no information relating to the allegations of these paragraph and therefore deny same.
15. The defendant, Oyster Harbors Marine, has no information relating to the allegations of these paragraph and therefore deny same.
16. The defendant, Oyster Harbors Marine, has no information relating to the allegations of these paragraph and therefore deny same.
17. The defendant, Oyster Harbors Marine, has no information relating to the allegations of these paragraph and therefore deny same.
18. The defendant admits that Paul Kaneb agreed pursuant to the 2003 – 2004 storage agreement (a copy of which is attached herein as Exhibit A and specifically incorporated herein) in that under that all obligations were controlled by the terms of the agreement signed by Paul Kaneb.
19. The defendant admits that John Laurendeau agreed pursuant to the 2003 – 2004 storage agreement (a copy of which is attached as Exhibit B and specifically incorporated herein) for storage and that all obligations are controlled by the terms of the agreement.
20. The defendant, Oyster Harbors Marine, has no information relating to the allegations of these paragraph and therefore deny same.
21. The defendant, Oyster Harbors Marine, has no information relating to the allegations of these paragraph and therefore deny same.
22. The allegations of this paragraph do not apply to this defendant and therefore declines to answer same.

23. The defendant answers that any notes that were delivered to Oyster Harbors Marine were done so in conformance with and subject to the 2003 – 2004 storage agreement which sets out the obligations of the various parties.
24. The defendant admits the allegations set forth in this paragraph.
25. The defendant admits that fire, not caused by or otherwise the responsibility of Oyster Harbors Marine did cause damage to various property but denies any further allegations set forth in this paragraph.
26. The defendant denies that it is liable to any part as claimed in this paragraph.
27. The defendant has no information relating to the allegations of this paragraph and therefore denies same and calls upon the plaintiff to prove same.
28. The defendant has no information relating to the allegations of this paragraph and therefore denies same and calls upon the plaintiff to prove same.

#### **COUNT I**

29. The defendant restates the answers to paragraphs 1 through 28 of the Complaint.
30. The allegations of this paragraph do not apply to this defendant and therefore declines to answer same.
31. The allegations of this paragraph do not apply to this defendant and therefore declines to answer same.
32. The allegations of this paragraph do not apply to this defendant and therefore declines to answer same.
33. The allegations of this paragraph do not apply to this defendant and therefore declines to answer same.
34. The allegations of this paragraph do not apply to this defendant and therefore declines to answer same.
35. The allegations of this paragraph do not apply to this defendant and therefore declines to answer same.
36. The allegations of this paragraph do not apply to this defendant and therefore declines to answer same.
37. The allegations of this paragraph do not apply to this defendant and therefore declines to answer same.

38. The allegations of this paragraph do not apply to this defendant and therefore declines to answer same.
39. The allegations of this paragraph do not apply to this defendant and therefore declines to answer same.

WHEREFORE, the defendant denies that the any party is entitled to judgment against it.

## COUNT II

40. The defendant restates the answers to paragraphs 1 through 39 of the Complaint.
41. The defendant admits only that it made arrangements with certain individuals, as evidenced by the 2003 – 2004 storage agreement and that all obligations were controlled by those storage agreements. The defendant denies any further allegations in this paragraph.
42. The defendant admits only that it made arrangements with certain individuals, as evidenced by the 2003 – 2004 storage agreement and that all obligations were controlled by those storage agreements. The defendant denies any further allegations in this paragraph.
43. The defendant admits only that it made arrangements with certain individuals, as evidenced by the 2003 – 2004 storage agreement and that all obligations were controlled by those storage agreements. The defendant denies any further allegations in this paragraph.
44. The defendant admits only that it made arrangements with certain individuals, as evidenced by the 2003 – 2004 storage agreement and that all obligations were controlled by those storage agreements. The defendant denies any further allegations in this paragraph.
45. The defendant admits that a fire did occur, not as the result of or otherwise the responsibility of Oyster Harbors Marine. The defendant denies all further allegations in this paragraph.
46. The defendant denies the allegations set forth in this paragraph.
47. The defendant denies the allegations set forth in this paragraph.
48. The defendant denies any liability as alleged in this complaint. Further, Oyster Harbors Marine has no information relating to the claimed amount of payment and obligations to make payment and therefore denies same.
49. The defendant denies that it is liable to any person. Moreover, the defendant has no

information relating to the further allegations in this paragraph and therefore denies same.

50. The defendant denies that a demand has been made and further states that it owes no liability to any person and therefore would have no obligation to make any payment.

WHEREFORE, the defendant denies that the any party is entitled to judgment against it.

### **COUNT III**

51. The defendant restates the answers to paragraphs 1 through 50 of the Complaint.
52. The defendant declines to answer the allegations set forth in paragraph because these allegations do not pertain to the defendant.
53. The defendant declines to answer the allegations set forth in paragraph because these allegations do not pertain to the defendant.
54. The defendant declines to answer the allegations set forth in paragraph because these allegations do not pertain to the defendant.
55. The defendant declines to answer the allegations set forth in paragraph because these allegations do not pertain to the defendant.
56. The defendant declines to answer the allegations set forth in paragraph because these allegations do not pertain to the defendant.
57. The defendant declines to answer the allegations set forth in paragraph because these allegations do not pertain to the defendant.

WHEREFORE, the defendant denies that the any party is entitled to judgment against it.

### **COUNT IV**

58. The defendant restates the answers to paragraphs 1 through 57 of the Complaint.
59. The defendant denies the allegations set forth in this paragraph. Each and every vessel was subject to a 2003 – 2004 storage agreement which sets out the terms of the storage.
60. The defendant denies that it is liable to any person for damages and therefore denies the allegations set forth in this paragraph.
61. The defendant denies that it is liable to any person for damages and therefore denies the allegations set forth in this paragraph.
62. The defendant has no knowledge relating to the allegations of this paragraph and therefore denies same and calls upon the plaintiff to prove same.

63. The defendant has no knowledge relating to the allegations of this paragraph and therefore denies same and calls upon the plaintiff to prove same.

WHEREFORE, the defendant denies that the any party is entitled to judgment against it.

#### **COUNT V**

64. The defendant restates the answers to paragraphs 1 through 63 of the Complaint.
65. The defendant declines to answer the allegations set forth in paragraph because these allegations do not pertain to the defendant.
66. The defendant declines to answer the allegations set forth in paragraph because these allegations do not pertain to the defendant.
67. The defendant declines to answer the allegations set forth in paragraph because these allegations do not pertain to the defendant.
68. The defendant declines to answer the allegations set forth in paragraph because these allegations do not pertain to the defendant.
69. The defendant declines to answer the allegations set forth in paragraph because these allegations do not pertain to the defendant.
70. The defendant declines to answer the allegations set forth in paragraph because these allegations do not pertain to the defendant.
71. The defendant declines to answer the allegations set forth in paragraph because these allegations do not pertain to the defendant.

WHEREFORE, the defendant denies that the any party is entitled to judgment against it.

#### **COUNT VI**

72. The defendant restates the answers to paragraphs 1 through 71 of the Complaint.
73. The defendant declines to answer the allegations set forth in paragraph because these allegations do not pertain to the defendant.
74. The defendant declines to answer the allegations set forth in paragraph because these allegations do not pertain to the defendant.
75. The defendant declines to answer the allegations set forth in paragraph because these allegations do not pertain to the defendant.

76. The defendant declines to answer the allegations set forth in paragraph because these allegations do not pertain to the defendant.

WHEREFORE, the defendant denies that the any party is entitled to judgment against it.

#### **COUNT VII**

77. The defendant restates the answers to paragraphs 1 through 76 of the Complaint.
78. The defendant denies the allegations of this paragraph. Each and every boat as alleged in this complaint was subject to a storage agreement which sets forth the obligations of the parties.
79. The defendant denies that it is liable to any party.
80. The defendant has no knowledge relating to the allegations of this paragraph and relation to payments made and therefore denies same and specifically calls upon the plaintiff to prove same. In further answering, the defendant denies that it is liable to any party.
81. The defendant has no information relating to the allegations in this paragraph and therefore denies same and specifically calls upon the plaintiff to prove same.

WHEREFORE, the defendant denies that the any party is entitled to judgment against it.

#### **COUNT VIII**

82. The defendant restates the answers to paragraphs 1 through 81 of the Complaint.
83. The defendant declines to answer the allegations set forth in paragraph because these allegations do not pertain to the defendant.
84. The defendant declines to answer the allegations set forth in paragraph because these allegations do not pertain to the defendant.
85. The defendant declines to answer the allegations set forth in paragraph because these allegations do not pertain to the defendant.
86. The defendant declines to answer the allegations set forth in paragraph because these allegations do not pertain to the defendant.

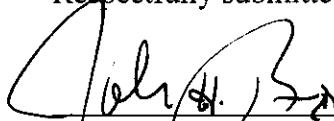
WHEREFORE, the defendant denies that the any party is entitled to judgment against it.

**THE DEFENDANT, OYSTER HARBORS MARINE, DEMAND A TRIAL BY JURY.**

### **AFFIRMATIVE DEFENSES**

1. The defendant specifically pleads release.
2. The defendant specifically pleads comparative negligence.
3. The defendant specifically pleads lack of subject matter jurisdiction insofar as admiralty. Fed.R.Civ.P. Rule 12(b)(1).
4. The defendant specifically pleads lack of subject matter jurisdiction insofar as diversity of citizenship. Fed.R.Civ.P. Rule 12(b)(1).
5. The defendant specifically pleads failure to state a claim upon which relief can be granted. Fed.R.Civ.P. Rule 12(b)(6).
6. The defendant specifically pleads failure to properly notify of any alleged breach of warranty.

Respectfully submitted,



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### **CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the above document was served upon the attorney(s) of record for each other party by mail / hand-on

3/10/05

2/10/05